

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: March 16, 2005

Division: Public Safety

Bulk Item: Yes X No     

Department: Medical Examiner

Staff Contact Person: James R. "Reggie" Paros

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**AGENDA ITEM WORDING:** Approval to rescind agreement as approved on December 15, 2004, and enter into a new agreement with Florida Keys Funeral Services, LLC, to sub-lease premises for use as interim Medical Examiner facilities, for a period of eighteen months commencing on the date the premises are ready for occupancy

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**ITEM BACKGROUND:** At its meeting on December 15, 2004, the Board approved an agreement to lease premises from Florida Keys Funeral Services, LLC, for use as interim medical examiner facilities on Big Pine Key. Subsequently, we were notified that the purchase of the facility from Pinewood Memorial Cemetery, Inc. had not been finalized; therefore we would be subleasing the facility from Florida Keys Funeral Services, LLC. We are requesting to rescind the original agreement to lease the facility from Florida Keys Funeral Services and requesting approval of a new agreement to sub-lease the facility from them.

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**PREVIOUS RELEVANT BOCC ACTION:** Same as above

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**CONTRACT/AGREEMENT CHANGES:** The original agreement was to lease premises directly from Florida Keys Funeral Services, LLC. The attached agreement has been changed to reflect that Florida Keys Funeral Services is the Lessee/Sublessor and that Monroe County is the Sublessee of the facility.

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**STAFF RECOMMENDATIONS:** Approval

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**TOTAL COST:** \$55,799.00

**BUDGETED:** Yes X (partially) No     

Medical Examiner Budget  
Ad Valorem/ transfer from

**COST TO COUNTY:** \$55,799.00

**SOURCE OF FUNDS:** General Revenue Reserves

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty YES OMB/Purchasing YES Risk Management YES

**DIVISION DIRECTOR APPROVAL:**

  
James R. "Reggie" Paros

2/25/2005

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**                                     

**AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Florida Keys Funeral Services, LLC Contract # \_\_\_\_\_ Effective Date: To commence date premises are ready for occupancy  
 Expiration Date: Term of 18 months with option to renew on a month-to month basis  
 Contract Purpose/Description: Lease of premises for interim Medical Examiner facilities

Contract Manager: James R. Paros 6002 Public Safety/Stop 15  
 (Name) (Ext.) (Department)

for BOCC meeting on March 16, 2005 Agenda Deadline: March 1, 2005

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ 55,799.00 Current Year Portion: \$ 31,799.00  
 Budgeted? Yes ☒ Partially Account Codes: 68000-530440/560640 - \_\_\_\_\_  
 No ☐  
 Grant: \$ \_\_\_\_\_  
 County Match: \$ \_\_\_\_\_

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2/17/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/25/05</u>
Risk Management	<u>1-7-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-7-05</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/10/05</u>
County Attorney	<u>1/10/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/12/05</u>

Comments: \_\_\_\_\_

## LEASE AGREEMENT

THIS LEASE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between Florida Keys Funeral Services, LLC, 418 Simonton Street, Key West, Florida 33040, hereafter LESSEE/SUBLESSOR, and Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, hereafter SUBLESSEE.

WHEREAS, the property is owned by Pinewood Memorial Cemetery, Inc. and leased to Florida Keys Funeral Services, LLC; and

WHEREAS, the SUBLESSEE desires to lease premises for use as an interim Medical Examiners facilities; now, therefore

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

Section 1. The LESSEE/SUBLESSOR leases to the SUBLESSEE operating facilities at 31140 Overseas Highway, Big Pine Key, Florida, hereafter referred to as the premises.

Section 2. The SUBLESSEE shall use the premises solely for functions of the Medical Examiner's Office.

Section 3. LESSEE/SUBLESSOR shall make the following listed improvements to the premises, which are necessary for the Medical Examiner's intended use, prior to the commencement of operations, at a total cost of twelve-thousand five-hundred ninety-nine dollars and no cents (\$12,599.00).

- a. Move an existing county-owned specimen refrigerator into a private locked room and exhaust heat through wall, \$838.00;
- b. Move and plumb an existing county-owned autopsy table to sewer, \$1,959.00;
- c. Purchase and install approximately 32 feet of Formica counter, and top and bottom cabinets, \$9,802.00.

Section 4. Upon receipt of a proper invoice, SUBLESSEE shall, pursuant to the Florida Prompt Payment Act, make a lump sum payment in the amount of twelve-thousand five-hundred ninety-nine dollars and no cents (\$12,599.00) to the LESSEE/SUBLESSOR for the improvements to the premises listed in Section 3 above, upon their completion and prior to occupancy by the Medical Examiner.

Section 5. The LESSEE/SUBLESSOR shall make and bear the cost of other routine repairs, including paint, to prepare the premises for such occupancy.

Section 6. The SUBLESSEE, at its expense, shall purchase, setup and install, including electrical wiring, one walk-in cooler, approximately 8'0" x 8'0" x 9'0", on an existing exterior deck structure at the premises.

Section 7. Any alterations, additions or improvements to the premises, not previously enumerated, which the SUBLESSEE may require must be approved by LESSEE/SUBLESSOR and shall be at SUBLESSEE's expense. Alterations, additions and improvements must be constructed in a workmanlike manner, meet all applicable building and zoning codes, must not weaken or impair the structural strength or lessen the value of the building or the premises or change the purposes for which the building, or any part of it, may be used. Before beginning any work, all plans and specifications must be approved by, and a building permit issued by, the governmental entity or entities that have jurisdiction over the construction.

All alterations, additions and improvements at the premises at the beginning of this lease and any that are constructed during the term, are, or will become, part of the premises and the sole property of the LESSEE/SUBLESSOR, except those moveable fixtures installed by the SUBLESSEE, which are its property and may be removed by the SUBLESSEE at the end of this lease.

Section 8. The term of this lease is for eighteen (18) months, commencing on the date the premises are ready for occupancy for the intended purpose by the Medical Examiner. The SUBLESSEE may exercise an option to renew this lease for one additional year, on a month-to-month basis, under the same terms and conditions by providing to LESSEE/SUBLESSOR at least sixty days prior to the expiration of the agreement written notice of the exercise of option.

Either party may terminate this Agreement without cause by giving sixty (60) days written notice to the other indicating its desire to terminate same.

Section 9. The total rental due for the premises for the first year period is \$28,800.00, payable at \$2,400.00 monthly, in arrears.

The LESSEE/SUBLESSOR shall submit monthly invoices to Monroe County Public Safety Division, 9400 Overseas Highway, Suite 200, Marathon, Florida 33050 for processing.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.

Section 10. During the term of this lease, unless otherwise provided for herein, the SUBLESSEE shall, at its own cost and expense, repair or replace any damages caused by SUBLESSEE's employees, officers and agents, and maintain the premises in good and safe condition. The SUBLESSEE shall also use all reasonable precaution to prevent waste, damage or injury to the premises. LESSEE/SUBLESSOR is responsible for general maintenance and repair of the structural elements of the premises.

Section 11. Normal waste refuse services and all utilities, with the exception of electric service, shall be supplied by LESSEE/SUBLESSOR.

Section 12. Electric service shall be the responsibility of the SUBLESSEE. Biohazardous waste collection and disposal services shall be under the jurisdiction of the Office of the Medical Examiner.

Section 13. The LESSEE/SUBLESSOR and SUBLESSEE mutually agree to the following, at no additional cost to either of the parties:

- a. LESSEE/SUBLESSOR may occasionally use, as necessary, the premises located at 31140 Overseas Highway, Big Pine Key, Florida, for embalming purposes and storage of dead human remains under refrigeration.
- b. SUBLESSEE may occasionally use, as necessary, the LESSEE/SUBLESSOR's premises located at 418 Simonton Street, Key West, Florida, for post mortem external examinations and for additional storage of dead human remains under refrigeration.

Section 14. The SUBLESSEE may not assign, sublease, pledge, mortgage or hypothecate this lease or any interest that the SUBLESSEE has under this lease without the permission of the LESSEE/SUBLESSOR.

Section 15. The SUBLESSEE shall, on the last day of the lease term, or earlier on termination or abandonment, peaceably and quietly surrender and deliver the premises to the LESSEE/SUBLESSOR. Moveable fixtures and personal property that belongs to the SUBLESSEE may be removed on or prior to the end of the term or upon termination

or abandonment. Moveable fixtures and personal property left on the premises more than fifteen days after the end of the term, or after the date of termination or abandonment, will become the property of the LESSEE/SUBLESSOR without the need for any payment to the SUBLESSEE.

Section 16. The SUBLESSEE is liable for and must fully defend, release, discharge, indemnify and hold harmless the LESSEE/SUBLESSOR from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorney's fees and costs - that arise out of or are attributable to the SUBLESSEE's operations at the premises, excluding those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the LESSEE/SUBLESSOR, pursuant to the terms and conditions of Florida Statutes §768.28.

Section 17. The LESSEE/SUBLESSOR for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, or national origin shall be discriminated against by LESSEE/SUBLESSOR in the provision of services or employment or other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of the above nondiscrimination covenants, the SUBLESSEE shall have the right to terminate this agreement as if said agreement had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.

Section 18. The LESSEE/SUBLESSOR acknowledges that its records relating to this lease are public records subject to disclosure under Chapter 119, Florida Statutes. Those records must be made available to any person who requests to view them during regular business hours (9:00 a.m. - 5:00 p.m., Monday through Friday, excluding holidays) at an accessible location in Key West, Florida. Further, LESSEE/SUBLESSOR agrees to maintain said records for at least three years after the termination of the lease.

Section 19. This lease agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this lease agreement must be in a court of competent jurisdiction in Monroe County, Florida.


ATTEST: DANNY KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk  
(Seal)

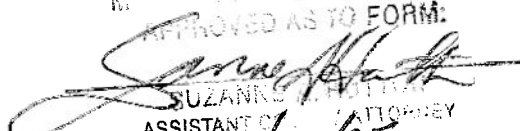
By: \_\_\_\_\_  
Mayor/Chairman

APPROVED BY:

By:   
Frederick M. Work  
Pinewood Memorial Cemetery, Inc.

FLORIDA KEYS FUNERAL SERVICES,  
LLC

By:   
President

APPROVED AS TO FORM:  
  
SUZANNE M. ROTHMAN  
ASSISTANT ATTORNEY  
Date: 1/12/05

## **PUBLIC ENTITY CRIME STATEMENT**

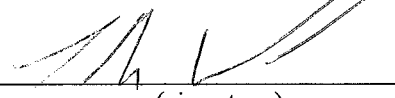
"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."



**LOBBYING AND CONFLICT OF INTEREST CLAUSE  
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990  
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

\_\_\_\_\_ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

  
\_\_\_\_\_  
(signature)

Date: 2/7/05

STATE OF MISSOURI

COUNTY OF ST. LOUIS

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

FREDERIK M. WORK who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 7th day of FEBRUARY, 202005

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

